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*Admitted only in Maryland
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*Admitted only in Texas
•Practice Limited to
Federal Agencies

September 6, 2002

WRITER'S DIRECT NUMBER:

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BRIAND@SKGF.COM

Commissioner for Patents
Washington, D.C. 20231

Art Unit 1645

Re: U.S. Utility Patent Application
Appl. No. 09/848,616; Filed: May 4, 2001
For: **Molecular Antigen Array**
Inventors: Sebbel *et al.*
Our Ref: 1700.0180002/JAG/BJD

Sir:

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SEP 10 2002
TECH CENTER 1600/2900

Transmitted herewith for appropriate action are the following documents:

1. Executed Certificate Under 37 C.F.R. § 3.73(b) with attached copies of Assignments executed by all of the inventors;
2. Executed Power of Attorney from Assignee; and
3. One (1) return postcard.

It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. In the event that extensions of time are necessary to prevent abandonment of this patent application, then such extensions of time are hereby petitioned.

Commissioner for Patents
September 6, 2002
Page 2

The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.



Brian J. Del Buono
Attorney for Applicants
Registration No. 42,473

BJD/nef
Enclosures

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SKGF Rev. 2/15/02 dcw



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Confirmation No. 601S
Cytos Ref: PA016US
SKGF Ref: 1700.0180002/JAG/BJD

#8
JM
9/10/02

POWER OF ATTORNEY FROM ASSIGNEE

Cytos Biotechnology AG, a corporation of SWITZERLAND, having a principal place of business at Wagistraße 25, CH-8952 Zürich-Schlieren, SWITZERLAND, is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), by reason of an Assignment to the Assignee executed on June 3rd, 2002 * of an invention known as Molecular Antigen Array (Attorney Docket No. 1700.0180002/JAG/BJD), which is disclosed and claimed in a patent application of the same title by the inventor(s) Peter SEBBEL, Nicolas DUNANT, Martin BACHMANN, Alain TISSOT, Franziska LECHNER, Wolfgang A. RENNER, Frank HENNECKE, and Lars NIEBA (said application filed on May 4, 2001 at the U.S. Patent and Trademark Office, having Application Number 09/848,616).

RUB
Reg. No. 32,893

The Assignee hereby appoint the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Reg. No. 28,912; Edward J. Kessler, Esq., Reg. No. 25,688; Jorge A. Goldstein, Esq., Reg. No. 29,021; David K.S. Cornwell, Esq., Reg. No. 31,944; Robert W. Esmond, Esq., Reg. No. 32,893; Tracy-Gene G. Durkin, Esq., Reg. No. 32,831; Michele A. Cimbala, Esq., Reg. No. 33,851; Michael B. Ray, Esq., Reg. No. 33,997; Robert E. Sokohl, Esq., Reg. No. 36,013; Eric K. Steffe, Esq., Reg. No. 36,688; Michael Q. Lee, Esq., Reg. No. 35,239; Steven R. Ludwig, Esq., Reg. No. 36,203; John M. Covert, Esq., Reg. No. 38,759; Linda E. Alcorn, Esq., Reg. No. 39,588; Lawrence B. Bugaisky, Esq., Reg. No. 35,086; Donald J. Featherstone, Esq., Reg. No. 33,876; and Robert C. Millonig, Esq., Reg. No. 34,395. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Suite 600
Washington, D.C. 20005-3934
U.S.A.

* May 30, 2002, June 1, 2002,
June 3, 2002, May 30, 2002,
May 31, 2002, June 4, 2002,
June 3, 2002 and April 17, 2002

Direct phone calls to 202-371-2600.

FOR: Cytos Biotechnology AG
SIGNATURE: [Signature]
BY: Dr. Wolfgang Renner
TITLE: Director Intellectual Property and Legal Affairs CEO
DATE: June 3rd, 2002

SKGF_DC1:16231.1



Confirmation No. 6018
Cytos Ref: PA016US
SKGF Ref: 1700.0180002/JAG/BJD

Certificate Under 37 C.F.R. § 3.73(b)

Applicant/Patent Owner: Peter SEBBEL, Nicolas DUNANT, Martin BACHMANN, Alain TISSOT, Franziska LECHNER, Wolfgang A. RENNER, Frank HENNECKE, and Lars NIEBA

Application No./Patent No.: 09/848,616 Filed/Issue Date: May 4, 2001

Entitled: Molecular Antigen Array

Cytos Biotechnology AG, a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest, or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

A. ☒ An Assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s) of the patent application/patent identified above to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Date: June 3rd, 2002

Name: Dr. Wolfgang Renner

Title: Director Intellectual Property and Legal Affairs CEO

Signature: [Handwritten Signature]

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TECH CENTER 1600/2900

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NOT FOR RECORDATION**

Confirmation No. 6018
Cytos Ref: PA016US
SKGF Ref: 1700.0180002/JAG/BJD

ASSIGNMENT

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 ☒ and throughout the world,

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

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thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: 2002, 30th of May 2002 Signature of Inventor: P. Sebbel
Peter SEBBEL

Date: ✓ Signature of Inventor: N. Dunant
Nicolas DUNANT

Date: ✓ 3.6.02 Signature of Inventor: M. Bachmann
Martin BÄCHMANN

Date: ✓ 30.05.02 Signature of Inventor: A. Tissot
Alain TISSOT

Date: ✓ Signature of Inventor: F. Lechner
Franziska LECHNER

Date: ✓ 4.6.02 Signature of Inventor: W. A. Renner
Wolfgang A. RENNEN

Date: ✓ 3.6.02 Signature of Inventor: F. Hennecke
Frank HENNECKE

Date: ✓ Signature of Inventor: L. Nieba
Lars NIEBA

SKGF_DC1:16212.1

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Confirmation No. 6018

Cytos Ref: PA016US

SKGF Ref: 1700.0180002/JAG/BJD

**DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION****ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): Peter SEBBEL, Nicolas DUNANT, Martin BACHMANN, Alain TISSOT, Franziska LECHNER, Wolfgang A. RENNER, Frank HENNECKE, and Lars NIEBA, the undersigned inventor(s) hereby sell(s) and assign(s) to Cytos Biotechnology AG (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
 ☒ and throughout the world,

(a) in the invention(s) known as Molecular Antigen Array for which application(s) for patent in the United States of America has (have) been executed by the undersigned on January 8, 2002; December 28, 2001; January 9, 2002; January 8, 2002; January 8, 2002; December 27, 2001; January 7, 2002; and January 5, 2002, respectively (also known as United States Application No. 09/848,616, filed May 4, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

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thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

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IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: Signature of Inventor:
Peter SEBBEL

Date: 01.06.2002 Signature of Inventor:
Nicolas DUNANT

Date: Signature of Inventor:
Martin BACHMANN

Date: Signature of Inventor:
Alain TISSOT

Date: Signature of Inventor:
Franziska LECHNER

Date: Signature of Inventor:
Wolfgang A. RENNER

Date: Signature of Inventor:
Frank HENNECKE

Date: Signature of Inventor:
Lars NIEBA

SKGF_DC1:16212.1

EINGEGANGEN 0 4. Juni 2002

**DO NOT FORWARD
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Cytos Ref: PA016US
SKGF Ref: 1700.0180002/JAG/BJD

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): Peter SEBBEL, Nicolas DUNANT, Martin BACHMANN, Alain TISSOT, Franziska LECHNER, Wolfgang A. RENNER, Frank HENNECKE, and Lars NIEBA, the undersigned inventor(s) hereby sell(s) and assign(s) to Cytos Biotechnology AG (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

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Date: ✓ _____ Signature of Inventor: ✓ _____
Peter SEBBEL

Date: ✓ _____ Signature of Inventor: ✓ _____
Nicolas DUNANT

Date: ✓ _____ Signature of Inventor: ✓ _____
Martin BACHMANN

Date: ✓ _____ Signature of Inventor: ✓ _____
Alain TISSOT

Date: ✓ 31.5.2002 Signature of Inventor: ✓ F. Lechner
Franziska LECHNER

Date: ✓ _____ Signature of Inventor: ✓ _____
Wolfgang A. RENNER

Date: ✓ _____ Signature of Inventor: ✓ _____
Frank HENNECKE

Date: ✓ _____ Signature of Inventor: ✓ _____
Lars NIEBA

SKGF_DC1:16212.1

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thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: Signature of Inventor:
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